

AG Contract No. KR03-0006TRN  
ADOT ECS File No. JPA 02-125  
Project: **Ash Fork Maintenance  
Building Rehabilitation**  
Project No.: TEA-B40-C (001) A  
TRACS No.: H6119 01C  
BUDGET SOURCE ITEM NO. 75304

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
YAVAPAI COUNTY, ARIZONA

**THIS AGREEMENT** is entered into May 14, 2004 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and YAVAPAI COUNTY, ARIZONA acting by and through its BOARD OF SUPERVISORS (the "County").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.
3. Congress has authorized appropriations for, but not limited to, transportation enhancements including the rehabilitation of historic transportation buildings.
4. Such enhancements within the boundary of the County has been selected by the County; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.
5. It is to the mutual advantage of the State and the County to participate in the rehabilitation of the Ash Fork Maintenance Building which is owned by the State. The State will design and rehabilitate the Ash Fork Maintenance Building, using state and federal funds, currently estimated at \$240,000.00, hereinafter referred to as the "Project".

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

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NO. 26826  
Filed with the Secretary of State  
Date Filed: 05/14/04

Janice K. Brewer  
Secretary of State

By: Darryl D. Graesswold

**II. SCOPE OF WORK**

## 1. The State will:

a. Prepare design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate or resolve the County's review comments.

b. Fund any necessary asbestos and/or lead paint abatement prior to the rehabilitation of the building, prior to award of the construction contract.

c. Upon concurrence of the plans by the County, the Project will be completed by the State, using state and federal funds, currently estimated at \$240,000.00.

d. Call for bids and award one or more construction contract(s) for the Project, administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays or whatever reason, attributable to the State.

e. Upon completion of the Project, perform periodic inspections of the maintenance work done by the County within the Ash Fork Maintenance Building.

f. Not be obligated to maintain said Project, should the County fail to budget or provide for proper and perpetual maintenance as set forth in this agreement.

## 2. The County will:

a. Review the design documents and provide comments to the State.

b. Upon completion of the Project, provide for, at its own cost and as an annual item in its budget, proper maintenance and operation of the Project, as required to maintain the safety and visual quality as the project was designed, and established at the completion of the Project to include, but not limited to:

- Operation and cost of lighting and electric power
- Providing and pay water for the operation of the building

c. Grant the State access to the Project, as required for construction and to perform periodic Project inspections of the maintenance work, provided by County forces.

d. Not make any changes, additions or deletions to the Ash Fork Maintenance Building without prior written approval from the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

e. Allow free public access to the Project improvements during normal business hours.

**III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this agreement shall remain in full force and effect until completion of said Project, except any provisions for maintenance, electricity and water shall be perpetual, unless assumed by another Government entity. Further, this agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".

6. **Non-Availability of Funds:** Every payment obligation of State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. In the event of any controversy, which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

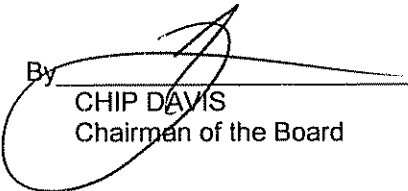
Arizona Department of Transportation  
Joint Project Administration  
205 S. 17th Avenue - 616E  
Phoenix, AZ 85007

County Manager  
Yavapai County  
1015 Fair Street  
Prescott, AZ 86301

9. Attached hereto and incorporated herein are the written determinations of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**YAVAPAI COUNTY, ARIZONA**

By   
CHIP DAVIS  
Chairman of the Board

**STATE OF ARIZONA**  
Department of Transportation

By   
SUSAN TELLEZ  
Contract Administrator

ATTEST:

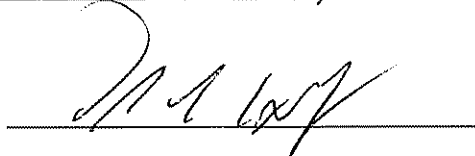
By   
BEVERLY STADDON  
Clerk of the Board

JPA 02-125

APPROVAL OF THE YAVAPAI COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, TRANSPORTATION PLANNING DIVISION, and YAVAPAI COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 5<sup>th</sup> day of April, 2004

  
\_\_\_\_\_  
County Attorney

**CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES  
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY            )  
                                      ) ss.  
ARIZONA                    )

Bev Staddon, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: April 19, 2004.

The entry in the said minutes:

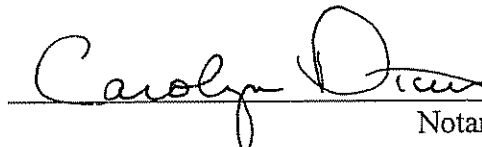
1. Consider approval of Intergovernmental Agreement JPA 02-125 with the State of Arizona for renovation of the Ash Fork Historical Building. No County funds involved. Approved by unanimous vote. Motion by Supervisor Brownlow, second by Supervisor Street. No comments from the public.

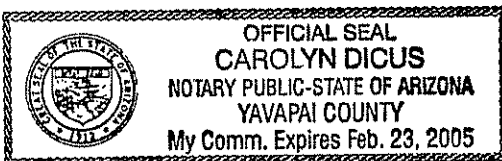
Mr. Straub told the Board that ADOT had an enhancement grant for the building and that the renovations would not cost the County anything. Chairman Davis asked if there was a provision that the building has to be used for the public. Supervisor Brownlow said it was a multiple use building. Chairman Davis said he was just concerned because the County had done the grant application and he did not want to end up with another Chino Valley health building situation. Supervisor Street asked if the County was going to provide maintenance and electricity for the building. Mr. Hunt said he believed the County's involvement was primarily that it had to be the vehicle for obtaining the building from ADOT, but that the state owned the building. Mr. Straub pointed out that a small portion of the building was reserved for County use.

  
Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me May 3, 2004.

My Commission Expires:

  
Notary Public





TERRY GODDARD  
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE: 602.542.8855

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR03-0006TRN (**JPA 02-125**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: May 10, 2004

TERRY GODDARD  
Attorney General

A handwritten signature in cursive script, reading "Susan E. Davis".

SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section